

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARGENTA COMMUNITY THEATER; AND FOR OTHER PURPOSES.**

WHEREAS, the City of North Little Rock (the "City") desires to promote development of its downtown area with a variety of activities, including the arts, thereby benefitting its citizens and residents; and

WHEREAS, the City further desires to support facilities that serve as a multipurpose venue within the community, including the support of those facilities that advance and present various artistic forums; and

WHEREAS, the Argenta Community Theater ("ACT"), has designed and constructed a facility that can accommodate up to 300 for any type of event, including a black-box theater that allows flexible staging techniques for smaller theater companies; and

WHEREAS, the City desires to continue its promotion of the performing arts and related activities, and feels it is in the best interests of the City and its residents that it enter into an agreement with ACT for the 2016 calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the Mayor and City Clerk are hereby authorized to enter an Agreement between the City of North Little Rock and the Argenta Community Theater (substantially similar to Exhibit "A" attached hereto) whereby ACT will continue to provide a multipurpose venue for a variety of activities, including the arts, benefiting the citizens and residents of the City.

SECTION 2: That the City will make a lump sum payment to ACT in the amount of Fifty Thousand & 00/100 Dollars (\$50,000.00) pursuant to the terms of the agreement, said amount having been included as a line item in the 2016 Budget.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.


PASSED:

APPROVED:

---

Mayor Joe A. Smith


SPONSOR:

  
Mayor Joe A. Smith

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

APPROVED AS TO FORM:

  
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:50	A.M.	_____	P.M.
By	J. Barber, City Atty.			
DATE	1-19-16			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	D. Mc Gowan			



**AGREEMENT**  
Between  
**CITY OF NORTH LITTLE ROCK, ARKANSAS**  
And  
**ARGENTA COMMUNITY THEATER**

This Agreement made and entered into this 12<sup>th</sup> day of January, 2016, by and between the **CITY OF NORTH LITTLE ROCK** (hereinafter referred to as "the City") and **ARGENTA COMMUNITY THEATER** (hereinafter referred to as "ACT");

**W-I-T-N-E-S-S-E-T-H:**

**WHEREAS**, ACT is a non-profit organization committed to serving the community through education and advancement of the performing arts; and

**WHEREAS**, ACT is the first of its kind in Arkansas with a strategic building design that can accommodate up to 300 for any type of event, and the black-box theater allows flexible staging techniques for smaller theater companies; and

**WHEREAS**, ACT will feature local, regional, and national productions, book readings, private and business events; and

**WHEREAS**, the City desires to promote the development of its downtown area with a variety of activities, including the arts, that would benefit its citizens and residents, and ACT has designed and constructed a forum intended to serve the City of North Little Rock as both a self-sustaining art facility and a multipurpose venue accessible for use by the public.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, it is agreed by and between the parties as follows:

**1. Provision of services.** ACT shall operate its theater as a forum for artistic expression and a multipurpose venue that is available for use by the public in accordance with the nondiscrimination requirements of Title VI of the 1964 Civil Rights Act. ACT shall establish internal policies governing the prioritization of conflicting uses and apply such policies fairly and uniformly.

Any programs and events administered by ACT may be made available to the general public, to specific age groups within the general public, or to targeted groups representing economically disadvantaged segments of society. It is further agreed that program personnel will adhere to all provisions of the Americans with Disabilities Act (ADA) that may apply to a particular program.

ACT shall prominently display appropriate signage indicating the City's support for the theater. ACT shall reasonably inform the City about performances and events to be held at the theater.

The City will not be held liable for any injuries suffered by individuals who are participating in activities on or in ACT facilities.

2. **Term.** The term of this Agreement shall begin January \_\_\_\_, 2016 and end December 31, 2016.

3. **Consideration by the City.** As consideration for the services as provided for in Paragraph 1 above, the City will make a lump sum annual payment to ACT in the amount of Fifty Thousand & 00/100 Dollars (\$50,000.00). ACT intends for, and estimates that, the amount of the annual payment is approximately equal to the cost of the services provided to or for the benefit of the City by ACT. In the event that either ACT or the City gives a notice of termination of this Agreement pursuant to Section 9 below, the parties agree to negotiate in good faith a reinstatement of this Agreement with adjustments to the amount of the annual payment and/or the services provided by ACT to equalize such cost and benefit.

4. **Assignment.** This Agreement shall not be assigned in whole or in part by any of the parties to this Agreement *unless* prior written approval has been given by the non-assigning party.

5. **Authority.** The City represents and warrants that it has the authority to enter into this Agreement, and the party signing for the City has been duly authorized. ACT represents and warrants to the City that it has the authority to enter into this Agreement, and the party signing ACT has been duly authorized. This Agreement shall not be effective until approved by official public action of the North Little Rock City Council.

6. **ACT agrees:**

(a) That it will secure and maintain appropriate and adequate insurance coverage for the programs it will be operating and conducting. ACT agrees and understands fully that participants in its program(s) are not covered by any insurance of the City and will provide its Proof of Insurance to the City. Failure to do so will result in immediate cancellation of this Agreement. ACT shall indemnify and hold harmless the City and all of its employees, agents, and officers against losses, claims, causes of action and liabilities on account of damage to property, or injury or death of individuals arising out of negligent acts by ACT, its agents, employees or program participants.

(b) To comply with Ark. Code Ann. § 21-13-101, et seq. if it uses volunteers to accomplish its contractual obligations of a public nature, as expressed in this Agreement.

- (c) That it will not discriminate against any person on the basis of race, color, religion, natural origin, age, gender or any other constitutionally-protected basis.
- (d) That it will not mingle City funds with funds obtained from other sources and shall document the expenditure of all City funds in a manner consistent with generally accepted accounting principles and provide the same to the City upon request.
- (e) Acknowledges that certain procedural restrictions apply to the expenditure of City funds in excess of \$20,000 and the employment of professionals, as that term has been defined by the City. (For procedural guidance in the expenditure of City funds, ACT may contact a city purchasing officer at (501) 975-8881.)
- (f) Acknowledges that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act ("FOIA").
- (g) That it will submit an annual report to NLR Commerce that accurately reflects all performance under this Agreement, said report to be submitted no later than January 15, 2017. A representative of ACT will be available, at the request of the City, to appear before a specified City Council meeting to answer any questions concerning the report.
- (h) To attach to this agreement a document identifying each member of the governing board of the nonprofit entity.
- (i) To attach to this agreement evidence of nonprofit status, and if designated a nontaxable entity, attach a copy of an IRS opinion letter affirming the designation.
- (j) To submit a budget to demonstrate the projected use of City funds.

7. **Governing Law.** The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the state courts of Arkansas.

8. The headings in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof.

9. This Agreement may be terminated by either party without cause upon ninety (90) days' written notice. The fee described in Section 3 shall be prorated based upon the date of termination.

10. Time is of the essence in regard to the terms and conditions of this Agreement.

11. This Agreement may be executed in two or more counterparts, each of which is deemed as original but all constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**ARGENTA COMMUNITY THEATER**

405 Main Street  
North Little Rock, AR 72114

By: \_\_\_\_\_

Vincent Insalaco  
Title: Artistic Director & Co-Founder

**CITY OF NORTH LITTLE ROCK,  
ARKANSAS**

300 Main Street – City Hall  
North Little Rock, AR 72114

By \_\_\_\_\_

Joe A. Smith, Mayor

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk



## Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

### Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

Results Per Page  OK

« Prev | 1-1 | Next »

<u>EIN</u> ▲	<u>Legal Name (Doing Business As)</u> ▲	<u>City</u> ▲	<u>State</u> ▲	<u>Country</u> ▲	<u>Deductibility Status</u> ▲
26-3135351	Argenta Community Theatre	N Little Rock	AR	United States	PC

[Return to Search](#)

« Prev | 1-1 | Next »



### Deductibility Status

In general, an individual who itemizes deductions may deduct contributions to most charitable organizations up to 50% of his or her adjusted gross income computed without regard to net operating loss carrybacks. Individuals generally may deduct charitable contributions to other organizations up to 30% of their adjusted gross income (computed without regard to net operating loss carrybacks). These limitations (and organizational status) are indicated as follows:

Code	Type of organization and use of contribution.	Deductibility Limitation
PC	A public charity.	50%

Close